

MARYLAND TRANSPORTATION AUTHORITY
Baltimore, Maryland

**Request for Proposals
for Design-Build-Maintain Contract**



Maryland
Transportation
Authority

Contract No. MA-510-000-006
Electronic Security System
for MDTA-Operated Bridges

RFP Announcement and Confidentiality Agreement
VOLUME I – SPECIAL PROVISIONS
VOLUME II – PRICE PROPOSAL
VOLUME III – APPENDICES

Statewide

Anne Arundel County, Baltimore County, Baltimore City,
Cecil County, Charles County, Harford County,
Queen Anne's County

August 2010

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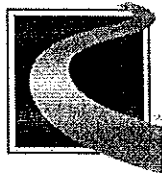
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MARYLAND TRANSPORTATION AUTHORITY

Baltimore, Maryland

Request for Proposals

Announcement and Confidentiality Agreement



Maryland
Transportation
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Contract No. MA-510-000-006

**Electronic Security System
for MDTA-Operated Bridges**

Statewide

Anne Arundel County, Baltimore County, Baltimore
City, Cecil County, Charles County, Harford County,
Queen Anne's County

August 2010



REQUEST FOR PROPOSALS ("RFP")

SP 1-1 Project Description

CONTRACT NO: MA 510-000-006

TITLE: Electronic Security System for MDTA-Operated Bridges

FACILITIES: Five MDTA Bridges: Francis Scott Key Bridge, William Preston Lane, Jr Memorial Bridge (Bay Bridge), Thomas J Hatem Memorial Bridge, Governor Harry W. Nice Memorial Bridge, and Millard E. Tydings Memorial Bridge

COUNTY: Anne Arundel County, Baltimore County, Baltimore City, Cecil County, Charles County, Harford County, and Queen Anne's County; and King George County, Virginia.

ADVERTISED: August 3, 2010

PRE-PROPOSAL MEETING: The pre-proposal conference will be open only to firms that have completed the Confidentiality Agreement. The date and time of this conference will be disclosed in the RFP.

SITE VISITS: To be disclosed in the RFP.

ALL QUESTIONS DUE: On or before September 10, 2010 at 4:00 p.m.

PROJECT CONTACT: Project Manager: Mr. Robert Jordan, P.E. at 410-537-7851
Contract Administration: Ms. Maggie Johnson at 410-537-7807

PROPOSALS DUE: Noon, September 21, 2010, in the Bid Box on the 1st Floor of the Maryland Transportation Authority, Engineering Building, 300 Authority Drive, Baltimore, MD 21222

CLASSIFICATION: Class F (\$5,000,001 - \$10,000,000)

CONTRACT TIME: 18 months for construction, 42 months for maintenance (5-year contract)

LIQUIDATED DAMAGES: Two Thousand dollars (**\$2000.00**) per Calendar Day.

MINIMUM MBE GOALS: Overall goal 22%, with subgoals of 13% for African American-owned firms, 8% for Woman-owned firms, and 1% for Other MBE firms.

BID DOCUMENTS: Bid Documents can be purchased for \$100.00 between 7:30am and 3:30pm, Mondays, Wednesdays, Thursdays and Fridays and between 10:00am and 4:00pm on Tuesdays at the Ticket Office located at the Francis Scott Key Bridge, 303 Authority Drive, Baltimore, MD 21222. **A signed confidentiality agreement must be provided prior to receiving the RFP documents.**

ONLINE: For security reasons, this RFP is not available online.



State of Maryland

Maryland Transportation Authority

REQUEST FOR PROPOSALS

CONTRACT MA-510-000-006

Electronic Security System

SECTION 1. INTRODUCTION AND PROCUREMENT OBJECTIVE

A. Introduction

The Maryland Transportation Authority ("MDTA" or the "Authority") is an agency of the State of Maryland, which finances, operates and maintains a system of toll facilities and other transportation services for public use and convenience. The MDTA is responsible for the operation and maintenance of the Fort McHenry Tunnel ("FMT"), the Baltimore Harbor Tunnel ("BHT"), the Francis Scott Key ("FSK") Bridge, the Thomas J. Hatem ("TJH") Memorial Bridge, the Governor Harry W. Nice ("HWN") Memorial Bridge, the John F. Kennedy ("JFK") Memorial Highway, the Millard E. Tydings ("MET") Memorial Bridge, and the William Preston Lane, Jr. ("WPL") Memorial Bridge ("Bay Bridge"). The MDTA's source of funds is separate from Maryland's Transportation Trust Fund. It uses no tax dollars; all maintenance, operations and capital improvements are funded through toll revenues. The MDTA itself is a group of citizens appointed by the Governor with the consent of the State Senate – who serves as the policy-setting, decision-making and governing body. The Secretary of Transportation serves as the Chairman of the MDTA. Acting on behalf of the Department of Transportation, the MDTA also finances and constructs capital projects to improve Maryland's transportation system, including terminal facilities at the Port of Baltimore and the Baltimore-Washington International Thurgood Marshall Airport.

This Request for Proposals ("RFP") announcement is being used to solicit responses for the MDTA's Electronic Security System (ESS).

B. General Description of the Project

The purpose of this project is to design, construct, furnish, install, integrate, test, commission, maintain and warrant electronic surveillance, detection, and related equipment for bridge security. The surveillance security requirements include designated coverage of bridges, piers, approaches, and access points to each of the five (5) bridges.

Since this project is security sensitive, the MDTA requires a signed Confidentiality Agreement to be executed before the full RFP, including the plans and specifications, are disclosed to the potential Offerors. Refer to SP 1-1 (shown earlier for more details).



SECTION 2. RFP-RESPONSE INSTRUCTIONS

A. Instructions to Firms Responding to this RFP

Prior to receiving the RFP for this project, all potential Offerors (including all Prime Contractors, Subcontractors, and MBE firms composing a Team) must complete, sign, and notarize a Confidentiality Agreement. All potential Offerors must bring the executed Confidentiality Agreement to the Ticket Office as specified in SP 1-1, along with the required fees, to obtain the RFP document. If the Confidentiality Agreement is not properly completed, signed, or notarized, the RFP document will not be released to the Offeror.

B. Issuing Office - Procurement Officer/Project Engineer

This RFP is being issued on behalf of the MDTA and the State of Maryland by:

Maryland Transportation Authority
Engineering Division
300 Authority Drive
Baltimore, MD 21222-2200

The sole point of contact for purposes of this procurement is the Procurement Officer as shown below:

Ms. Linda D. McGill, CPPB
Chief Procurement Officer, MDTA
Telephone: (410) 537-7814
Email: mdtaengineer@mdta.state.md.us

Once awarded, the contract will be administered solely by the MDTA Engineering Division and all contract issues are to be resolved by the MDTA Director of Engineering or his representative. Any issue that has any contract implications (including cost, contract time, changes, extra-work orders, and clarifications) must be brought to the attention of, and resolved by the Director of Engineering or his representative, the Project Engineer (or "Engineer"). Contact with the Project Engineer may be through any of the following means:

Email: bjordan@mdta.state.md.us
Phone: (410) 537-7851
FAX: (410) 537-7801
Written correspondence:
Robert Jordan, P.E.,
Engineering Division
Maryland Transportation Authority
300 Authority Drive
Baltimore, MD 21222-2200



C. Pre-Proposal Conference

The pre-proposal conference will be offered to those firms who have completed the Confidentiality Agreement.

D. Site Visits

Limited site visits, by appointment only and as described in the RFP may be offered to those firms who have completed the Confidentiality Agreement.

E. Questions and Inquiries

Facsimile messages of questions or inquiries, or both, will be accepted by providing written notification to the Procurement Officer. Potential Offerors may submit written questions or inquiries, regarding this RFP, via FAX, to the Procurement Officer identified in Paragraph B above, on or before the date specified in Section SP 1-1, "ALL QUESTIONS DUE."

F. Submission Deadline

In order to be considered for this RFP, an Offeror must submit its response to this RFP at the address below on or before the RFP due date as shown in Section SP 1-1.

Mailing and package delivery address:

Ms. Linda D. McGill, CPPB
Chief Procurement Officer
Maryland Transportation Authority
Office of Procurement & Statutory Program Compliance
300 Authority Drive, 1st Floor
Baltimore, MD 21222-2200

Telephone: (410) 537-7814

Teams who submit their RFP package by mail should allow sufficient mailing time and internal delivery time to ensure timely receipt of the RFP response by the Procurement Officer. RFP packages arriving after the closing date and time or unsolicited amendments to proposals will be rejected and returned unopened in accordance with COMAR 21.05.02.10.

G. Other Requirements

The potential Offerors must note that this contract will have clauses for MBE usage, bonding (bid bond, performance bond, and payment bond), insurance coverage, liquidated damages for delays during construction, penalties for key staff changes, and penalties for non-performance during the maintenance phases. The Liquidated Damages are expected to be \$2,000.00 per Calendar Day during



the construction phase of the contract. Penalties for failure to complete work during the warranty and maintenance periods will be described in the RFP.

All work on this project shall conform to the Maryland Department of Transportation, State Highway Administration's Specifications entitled, *Standard Specifications for Construction and Materials*, dated July 2008, revisions thereof, or additions thereto, and the Special Provisions that will be included in the RFP. In addition, all terms and conditions of the Standard Specifications for Construction and Materials dated July 2008, revisions thereof, or additions there to, shall apply to this RFP unless specified herein.

The MDTA specifically reserves the right to cancel this RFP without notification to the Offeror, and the Offeror hereby agrees and acknowledges that it shall have no recourse against the MDTA with respect to any time spent, or cost incurred, in connection with responding to this RFP.



SECTION 3. CONFIDENTIALITY AGREEMENT INSTRUCTIONS

As part of the RFP, all Offerors, including Subcontractors, Consultants, Sub-consultants, and MBE firms that are planned to be utilized for this project, are required to complete, sign, and submit a Confidentiality Agreement. The Confidentiality Agreement **must be notarized**. The Offeror may make additional copies of the Confidentiality Agreement for signature by its Team Member(s) as needed. Any Offeror who fails to sign the Confidentiality Agreement will be unable to obtain a copy of the RFP documents. Each firm that is part of a Team is required to complete, sign, notarize, and deliver the Confidentiality Agreement separately to MDTA's Ticket Office in order to receive a copy of the RFP documents. The reproduction of the RFP documents by any means is **prohibited**.



SECTION 4. CONFIDENTIALITY AGREEMENT

In Connection With the Request for Proposals

Maryland Transportation Authority

Contract No. MA 510-000-006: Electronic Security System

THIS AGREEMENT is made on this _____ day of _____, 2010, by and between _____ ("Offeror") and the Maryland Transportation Authority, an agency of the State of Maryland (hereinafter referred to as the "MDTA" or "Authority").

WHEREAS the MDTA is soliciting proposals for Contract No. MA 510-000-006 (the "Contract") under which the successful Offeror will design, furnish, install, integrate, test, warrant, and maintain the Electronic Security System for the Francis Scott Key Bridge, William Preston Lane, Jr. Memorial (Bay) Bridge, Millard E. Tydings Memorial Bridge, Governor Harry W. Nice Memorial Bridge, and Thomas J. Hatem Memorial Bridge, as well as the Central Security Operations Center ("CSOC");

WHEREAS the successful Offeror for the Contract shall be selected pursuant to a RFP procurement process that involves an evaluation of bidder's qualifications, Technical Proposal and Price Proposal;

WHEREAS the RFP technical requirements and drawings contain data, information and records concerning buildings, structures, facilities, security systems and surveillance techniques, the disclosure of which could cause significant security concerns for the MDTA; and

WHEREAS, as a condition precedent to receipt of the Confidential Information (as defined herein) from the MDTA, the Offeror agrees to execute and be bound by this Confidentiality Agreement ("Agreement");

NOW, THEREFORE, in consideration of the mutual premises herein, the parties agree as follows:

1. Confidential Information

The term "Confidential Information" shall mean all technical information – including all copies thereof, without limitation, all agreements, specifications, drawings, photographs, plans, charts, schedules, plans, maps, and statistical information. Such information may be furnished or disclosed to the Offeror by, or acquired by the Offeror directly or indirectly from



the MDTA or the MDTA's Representatives, including, as a result of any amendment to the solicitation, inspections of any facility of the MDTA, or pre-proposal meetings.

2. Protection of Confidential Information in this Project

Information included in the RFP for this project, or in any way associated with this project, is considered confidential information and is intended for firms working on this project or responding to this RFP. The information is the property of the MDTA. Under no circumstances shall any of said information be published, copied, or used, except in responding to this RFP and within the constraints of this Agreement.

The MDTA deems all information in the RFP to be confidential and sensitive information, and shall only be disclosed to "qualified persons" (refer to definition below) that have signed the Affidavit attached to the end of this Agreement. It should be noted that the information in this RFP is exempt from the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland (as shown in Article §10-618, Permissible Denials, Subsection j).

The Offeror is required to keep all RFP materials safe and in a secure location when not in use, and will undertake safeguards to prevent any unauthorized access or duplication of the Protected Materials during the time period that these Protected Materials are in their possession.

3. Limitation on Use and Disclosure of Confidential Information

Confidential Information shall be made available only to "Qualified Persons" as defined by Paragraph 4 of this Agreement, who shall read this Agreement and agree to be bound by its terms. No other persons shall have access to the Confidential Information without the written approval of the MDTA, nor shall any other person be informed of such Confidential Information by any person having access to it, except as otherwise provided by this Agreement.

4. Qualified Persons

"Qualified Persons" are only those employees of the Offeror, subcontractors to the Offeror, or agents of the Offeror with a need to know such Confidential Information in order to enable the Offeror to develop and submit a Technical Proposal and a Price Proposal for MDTA Contract No. MA 510-000-006, and who are legally bound to use and disclose such Confidential Information for no other purpose. The Offeror shall inform all Qualified Persons of the provisions of this Agreement, and all Qualified Persons shall agree to be bound by this Agreement by providing the written certification required by Paragraph 5 of this Agreement.



5. Confidentiality Agreement Affidavit

All Qualified Persons receiving Confidential Information shall execute a Confidentiality Agreement Affidavit as shown in the attached Exhibit A. This affidavit affirms that the Qualified Person signing the affidavit has read this Agreement and agrees to be bound by its terms and conditions before such person is given access to Confidential Information. An executed original of that affidavit shall be maintained by the Offeror, and a second executed original shall be provided to the MDTA.

6. Limitation on Offeror's Liability

The Offeror shall not be liable for disclosure of Confidential Information if it can establish, by legally sufficient evidence, that:

- a. The information is now or subsequently becomes generally available to the public through no fault of the Offeror;
- b. The information was rightfully in its possession prior to disclosure to the Offeror by the MDTA;
- c. The information is independently developed by the Offeror without the use of any Confidential Information provided by the MDTA;
- d. The information was rightfully obtained by the Offeror from a third party (without restriction and without any breach of this Agreement) where such third party had the right to transfer or disclose such information to the Offeror, or where such information has been released by or approved for release by the MDTA without restriction.

7. Term

- a. The term of this Agreement shall commence as of the date of the first disclosure of Confidential Information by the MDTA and shall end after the destruction of all Confidential Information as provided below.
- b. All **unsuccessful** Offerors shall destroy all Confidential Information pertaining to this RFP, in both electronic and hard copy form, within sixty (60) days of the contract award announcement. The Offeror shall destroy the Confidential Information using any method that would prevent disclosure, or reconstruction of the contents of the RFP and its related information (e.g., physical destruction of CDs, shredding specifications and plans, erasing files on hard disks, etc.).
- c. After all Confidential Information is destroyed, each **unsuccessful** Offeror shall submit to the MDTA a letter certifying that it has destroyed all Confidential Information in regard to this RFP as required by this Agreement.
- d. The **successful** Offeror shall maintain and protect all Confidential Information pertaining to this RFP, in both electronic and hard copy form, for the duration of this Contract plus two (2) years, or longer if so directed by the MDTA. At the conclusion,



the successful Offeror shall destroy all Confidential Information pertaining to this RFP by any method that would prevent disclosure or reconstruction of the contents of the RFP and its related information (e.g., physical destruction of CDs, shredding specifications and plans, erasing files on hard disks, etc.).

- e. After all Confidential Information is destroyed, the **successful** Offeror shall submit to the MDTA a letter certifying that it has destroyed all Confidential Information in regard to this RFP as required by this Agreement.

8. Miscellaneous

- a. **No Contract.** This Agreement does not constitute an offer or obligation by any party to enter into a joint venture or other ongoing business relationship with the other.
- b. **Remedies.** Nothing herein shall limit the MDTA's remedies against the Offeror or Qualified Persons in the event of their respective failure to perform the obligations and agreements set out herein. All Offerors or Qualified Persons shall acknowledge that any breach of this Confidentiality Agreement may cause irreparable harm to the MDTA and the State.
- c. **Governing Law.** This Agreement shall be governed, construed, interpreted by, and otherwise enforced in accordance with the laws of the State of Maryland.
- d. **Entire Agreement.** This Agreement contains the entire agreement among the parties with respect to the subject matter hereof, and it may be amended only by instrument in writing specifying it as an amendment to this Agreement executed by the parties hereto.
- e. **Press Releases, Papers, Presentations.** No press releases, papers, presentations pertaining to this project shall be made without the MDTA's prior review and written approval.

IN WITNESS WHEREOF, the MDTA and the Offeror have caused this Confidentiality Agreement to be executed by their duly authorized representatives, effective as of the day and year first written above.

(Signatures and notary public are on the next page)



MARYLAND TRANSPORTATION AUTHORITY:

State of Maryland, County or City of _____

On this _____ day of _____, 2010, before me, the undersigned officer, personally appeared (name) _____, of the State of _____, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto attest.

Signature of Witness: _____

Name of Witness: _____

MARYLAND TRANSPORTATION AUTHORITY

By: Ms. Linda D. McGill, CPPB
Title: Chief Procurement Officer

OFFEROR:

State of _____, County or City of _____

On this _____ day of _____, 2010, before me, the undersigned officer, personally appeared (name) _____, of the State of _____, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he/she/they executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Signature of Notary Public _____

[Notary Seal]

Name of Notary Public: _____

My Commission expires: _____

OFFEROR: _____ (Company's Name)

By: _____

Name: _____ Title: _____



EXHIBIT A. CONFIDENTIALITY AGREEMENT AFFIDAVIT

_____(Name) affirms and states as follows:
I am (please check one of the descriptions below):

- ____ (a) an employee of _____
("hereinafter referred to as the Offeror")
____ (b) an agent assisting the Offeror; or
____ (c) a subcontractor submitting a proposal to the Offeror

I am providing assistance to the Offeror in submission of Technical Proposal and Price Proposal for Maryland Transportation Authority, an agency of the State of Maryland (hereinafter referred to as the "MDTA" or "Authority"), **Contract No. MA 510-000-006**.

1. I am a subcontractor/agent (if employee, go to Item 2), my business address is:

2. As an employee/agent of the Offeror, or subcontractor to Offeror, it is necessary to examine the Confidential Information as defined in the Confidentiality Agreement, dated _____ between the MDTA and the Offeror.
3. I have received and read a copy of that Confidentiality Agreement, and I fully understand its provisions. I understand and agree to be bound by the terms of that Confidentiality Agreement, and to be legally responsible for preserving the confidentiality of documents and information in accordance with that Confidentiality Agreement.
4. I hereby declare under the penalty of perjury that the matters set forth herein are true and correct to the best of my knowledge.

Signature of the person making the affidavit

Date

Name of the person making the affidavit

Title of the person making the affidavit

-----NOTARY-----

State of _____, County or City of _____

On this _____ day of _____, 2010, before me, the undersigned officer, personally appeared (name)

_____, of the State of _____,
known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he/she/they executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Notary Seal]

Signature of notary public

Name of notary public: _____

My Commission expires: _____